



# STANDARD TERMS & CONDITIONS

Effective 1/1/2021

**SCOPE OF WORK AND ACCEPTANCE OF TERMS:** ISI will complete installation per scope of work quoted and drawings provided. Evidence of approval by client and acceptance of terms which are attached to each proposal must be agreed to by the client via a purchase order which must be received prior to the commencement of any work.

**SINGLE INSTALLATION:** The price is based upon the installation of all items at one time, unless otherwise stated. If Client desires installation to be done in phases, the price is subject to revision.

**ELECTRICAL AND TELEPHONE INSTALLATION:** Electrical and telephone installation services are not included in the price, unless otherwise noted. If quoted, the work will be completed by a licensed electrician.

**ISI EMPLOYEES:** The price is based upon using ISI personnel to complete all phases of the work. If a union jurisdictional dispute occurs resulting in ISI personnel not being able to complete some part of the work, an additional cost will be incurred and charged to Client.

**DELIVERY OF FURNITURE:** Client is responsible for approving furniture and materials at the time of delivery. Delivery and unloading of furniture by ISI is based upon one delivery, unless otherwise noted. If multiple trips are required, the price is subject to revision.

**NORMAL BUSINESS HOURS:** The price is based upon all work being performed during ISI's normal working hours, 7:00 am to 3:30 pm., Monday through Friday.

**CHANGE ORDERS:** The contract price is based upon the items and number of deliveries specified in quoted scope of work. Any changes in quantities, description, or number of deliveries, etc. are subject to a price revision. If the scope of work changes at Client's request, a change order will be generated and client invoiced accordingly.

**PAYMENT TERMS:** Unless agreed to otherwise in writing, payment terms are Net 30. After thirty (30) days, Client will incur 1 1/2% per month interest charge. Reimbursement of collection costs and attorney's fees incurred by ISI due to a delinquent account will be the responsibility of the applicable client. Failure to make payments when due voids the contract and client is considered in default.

Payments made by credit card will be marked up 2.5% to cover bank service charges.

**JOB SITES:** Client is responsible for controlling all aspects of the job site and for making the job site free and clear of other trades and materials. Client will incur an extra cost if any part of the job site is not ready for installation of furniture. Security for the furniture is the responsibility of Client.

**ELEVATOR:** Client is responsible for arranging and paying for minimum of one (1) elevator (with operator if required) for exclusive use by ISI for unloading of furniture.

**MANUFACTURER STANDARDS:** ISI will install the furniture per specifications and manufacturer's published standards. Following installation, the furniture will be functionally ready for use.

**ASSEMBLY AND USED FURNITURE:** ISI will assemble or disassemble existing furniture per specifications. ISI is not responsible for the condition, safety and function of used furniture. Client holds ISI harmless from any and all claims arising out of defective furniture or product installed by ISI.

**INSTALLATION VERIFICATION:** By signing the Completed Workorder, Client acknowledges completion and satisfaction with all phases of the work except as specifically noted on the Signed Workorder.

**LATE DELIVERIES:** If a non-ISI delivery truck is either late or a no-show, or elevator problems or other job site-related delays are encountered, the cost time will be charged to Client at ISI's prevailing rate.

**STORAGE:** The cost for thirty (30) days' storage of furniture which is delivered to ISI's warehouse is included in the receive and delivery costs. After thirty (30) days, Client will be charged for storage at ISI's prevailing rate.

**PRODUCT RETURNED TO ISI WAREHOUSE:** Any product returned to ISI's warehouse will be held for ten (10) business days. If client has not provided disposition within that timeframe, storage costs will incur starting the 11th day and will continue until a disposition is received. Client will incur costs to bring product from jobsite back to ISI's warehouse as well as applicable storage, reshipping, or disposal fees.

**APPLICABLE LAW/CONSENT TO JURISDICTION AND VENUE:** These Terms will be deemed to be a contract made under the laws of the State of Illinois and will be construed in accordance with the laws of Illinois without regard to principles of conflicts of law. The exclusive forum and venue for the adjudication of the any rights, claims, or disputes arising out of or in connection with this Agreement shall be the federal or state courts of Illinois. The parties specifically waive the right to a jury trial in connection with any dispute arising out of Terms, or between the parties for any reason.